

ANSWERS

*For the Earl of Argyle and Laird of Innes,
To the Representation printed by the Duke of Gordon.*

THE Duke of Gordon pretends by the foresaid Representation, to stope the bad Impression, which he says has been given of his Cause, without any design to Anticipat his legal Defences; and yet he is so far from touching any Point of the favour that all good Men doe and will perpetually retain for the Marquiss of *Argyles* memory; that he only offers a Paper of a few particulars, wherein the Accompt given by his advisers, hath very little Truth, and as little Consistency.

The Marquiss of *Argyll* did certainly Represent one of the most loyal Ancient and worthy Families of the Kingdom, and did eminently possess all these good qualities, which from his Predecessors had descended upon him, and albeit the Motives that did incite his Adversaries to prosecute him in the Year 1661. were, no doubt most violent; seeing nothing could satisfie them, notwithstanding of his then Majesties known inclination to the contrair, save his Blood & Death; yet nothing was either alledged or proven against him, save a few inconsiderable Deeds of that Epidemick Compliance with the *English* Usurpers; wherein the whole Kingdom and a great part of his Judges were Involved; so that all Men may wonder, as all good Men regrave, that such a strange and severe Forfeiture, the most Groundless of the many hundreds that have been of late Rescinded, should yet for more than eleven Years, since the last happy Revolution, stand Unreduced.

But to the Representation, It begins with a Story of a Tocher of 30000 *lib.* contracted by the Marquiss of *Huntly*, with his Daughter to the Lord *Drummond*; for which, the Marquiss of *Argyle*, and Earl of *South-sque*, with the Laird of *Innes* and others, became Cautioners, and that for Relief of this Debt, and of 22000 *lib.* more, that they were also engaged in, for the Marquiss of *Huntly* to *Murray* of *Skirlin*; the Marquiss of *Argyle* got security by Infestment, in the Barronies of *Lochquaber* and *Ban-denoth*; and that the Earl of *Southesque* Pursuing the Duke of *Gordon* for Relief of the Half: It was made appear in that Process, that the Marquiss of *Argyle* posselt these Lands from the Year 1644.

The truth of which Story is, That the Marquiss of *Argyle* was indeed engaged in these Debts, as in several others, for the Marquiss of *Huntly* his Brother in Law, and got Security for his Relief; but had in effect little or no Intromission, till after the Year 1653. at which time, having Compted with Marquiss *Lewis* the Duke of *Gordons* Father, it appears by the Printed Minute of Contract, that all Intromissions being discountred, the Marquiss of *Huntly* acknowledges himself Debtor to the Marquiss of *Argyle*, in the Sum of 327028. *lib.* and for Payment of the Annualrents thereof, he Assigned him to as much of his Rents; And likewise, gives the Marquiss of *Argyle* power to Sell Lands for payment of the Principal.

But so Groundless and Inconsistent is the Dukes Representation in this matter, that First it forgets that the Laird of *Innes* did truly pay the half of the saids 30000 *lib.* with Annualrents thereof, to the Earl of *Perth*, for which having got his Assignment, against the Marquiss of *Huntly*, and the other Cautioners: The Marquiss of *Argyle*, who had taken upon him the whole Debt, did most justly give to the Laird of *Innes* a Security for the said 15000 *lib.* with the Annualrents, making then 20000 *lib.* out of the Lordship of *Enzie*, a part of the Estate of *Huntly*, which now the Duke of *Gordon* so very hardly and unjustly disowns. 2. The Representation makes mention of *Southesques* proces, but conceals that *Southesque* prevailed in that Process; not because the Marquess of *Argyl* had got Payment of the Debt by his Intromissions, which had been ridiculous, since thereupon the Duke of *Gordon* should have been assoltied; But because the Infestment of Relief, having been given to the Marquess of *Argyl*, for *Southesque* behoof, as well as his own; the Earl of *Southesque* maintained his Right against the Forfeiture, and the Retour of Quinquennial Possession, whereby the Duke of *Gordon* thought to have excluded him, by the Marquiss of *Argylls* Possession, and thus the Earl of *Southesque* prevailed; but not at all on the account, that the Marquiss of *Argyl* had got Payment by his Intromissions, which was never dreamed of.

The Representation goes on and alledges, That the Marquiss of *Argyl* did Purchase *Beattons* Apprysing; But designedly suppresses, how that the Marquiss of *Argyl* was necessitat to Purchase the same for 5000 *lib. sterl.* and upwards: And Sir *William Dicks* Apprysing for eight Thousand Pound Sterling, and upwards. As likewise, some other Debts, that he might make good his foresaid Infestment for Releif; And how that when he had Purchased all these Debts, he was still content to give the Marquiss of *Huntly* his Nevoy, the Benefit of all the Compositions he had made; And that the foresaid Sum contained in the Printed Minute, is the Sum that was found truly due to the Marquiss of *Argyl*, after all deduction.

The Representation alledges, That the Marquiss of *Argyle* could not justly give *Innes* a Security out of the Lordship of *Enzie* for the foresaid 20000 *lib.* Because *Argyl* himself had got payment for it by his Intromissions, but this Paragraph contains so many Falsehoods: That it is a wonder to see them in Print. For First, It says that the Marquiss of *Argyl* was in Possession of 9000 *Merks* a Year of the Estate of *Huntly*, from the 1644. to the 1653. and so was payed by his Intromissions; which is so far from truth, that it was in the Year 1653. that the foresaid Printed Minute past betwixt *Argyl* and *Huntly*, and where *Huntly* confesses himself to be so vastly his Debtor. 2. The Representation denies that *Innes* payed the 15000 *lib.* with Annualrents thereof, to the Earl of *Perth*; Yet *Innes* doth actually produce the Earl of *Perths* Receipt and Assignment for his relief after distress, by the outmost legal Diligences, which no Man can believe, could be given without Payment. 3. The

Representation says, That the Marquess of Argyle had Right to no other Debts of the Family of Huntly, save the foresaid Tocher of 30000 lib: and the Debt of 22000 lib. due to Skirlin, since it is certain and can instantly be Instructed that he had Right to Sir Thomas Nicolson, Sir William Dicks, Mrs. Wakfield, and several others extending to a Vast Sum. 4. *Esse*, The Marquess made Opposition to *Beatouns* Infestment, yet that doeth only confirm the necessity he was in to satisfy *Beatoun* before he could obtain his own Payment and Relief. And, 5. By what is said the Honourable Court of Parliament may perceive how absurdly the Representation would make *Innes* his Right a contrivance betwixt him and the Marquess of Argyle, since *Innes* truly payed the Money to the Earl of Perth, and Argyle did justly give him a Security for the same out of the Estate of Huntly as having taken on him that Debt for the Marquess of Huntly, and included it in the foresaid Sum contained in the Printed Minut.

The Representation to take off the Earl of Argyles just Claim of Debt against the Family of Huntly upon the foresaid Printed Minut, alleadges things so inconsistent that it is almost a shame to repeat them; For first, it says that the Marquess of Argyle had that Kindness for his Nevy the Marquess of Huntly, as to cover Huntlys Possession in regard his Father had been Forefaulted from the English Usurpers, and yet immediately it subjoyns, That the Marquess of Argyle hereby getting access to Huntlies Charter Chift, had the Opportunity to make use of retired Bonds and out of the product of Huntlys Estate, to compone Huntlys Debts at his pleasure, than which there can be nothing more ungrate, unreasonable and absurd. 2. It says that the Marquess of Argyle was highly in Favours with the English, whereas all Men that remember these times know that the Marquess of Argyle was the Man of his Quality in Scotland that was most suspected by the English; And that instead of Favours he could never so much as obtain Justice of them, and if he had been so much in Favour with the English, and had been so ill intended towards the Family of Huntly, what should have hindered him to have taken Possession of the whole Estate of Huntly either by vertue of the Forfeiture, or by vertue of *Beatouns* expired Apprying whereof he had then Right in his Person. But, 3. The best account that can be given for the Marquess of Argyles Vindication in Relation to the Estate of Huntly, are the Marquess of Argyls own Words when Arraigned before the Parliament 1661, which are these: *For the Estate of Huntly I had nothing in it but for my own absolutely Necessary Relief, and was ever most willing to part with any Interest I had therein, getting his Friends who profess much Zeal for the standing of the Family Ingadged for Warrandice to me of any Portion that should fall to me, for my Satisfaction, and to Evidence that I was no means to harm the Family, I stood with my Rights betwixt all Fines and Forfeitures and Accompted for any thing I could receive, and to manifest yet farther that the burden of that Family was not from any extrinsick Cause of themselves I have under the old Marquesss own Hand, and his Sons George Lord Gordon, who was a very worthy Young Nobleman the just Inventory of their Debts amounting to about Ten Hundreth Thousand Merks in the Year 1640.*

These being the Words of the Marquess, having his Death certainly in his View will no doubt be much better believed then this Groundless Representation. 4. How unjust then the Representation is to alleadge that the Earl of Argyle hath nothing to Claim of the Estate of Huntly, and that he should content himself with the Title of Earl and the Gift of 15000 lib yearly, which he got out of his own Estate upon the Marquess of Argyls Forfeiture, and let the remainder of his Estate go for the Payment of Huntlys Debt, all Men may Judge.

The Duke of Gordon and the Earl of Abayne possess no less then 5000 lib. *sterl.* yearly free of Debt, by vertue of the Marquess of Argyls Forfeiture: And yet this Paper has the Confidence to say that the Earl of Argyle should content himself with 15000 Lib. *Scots* of his Grand-Fathers Estate, and let therest go for the Payment of the Marquess of Huntlys Debt, who ever heard the like!

The Representation ends with some Reflections upon the Printed Minut 1653; stating the Debt due by the House of Huntly to Argyle; And 1. It alleadges, that the Writer thereof is not designed. but the Writer is Named and may still be Designed; besides that the Paper is Subscribed by both Parties and many honourable Persons. 2. It alleadges, That Marquess Lewis was not Infeft as Heir to his Father, nor could he indeed be Infeft; because his Father was then Forefaulted, but what could the Marquess of Argyle do more for the Marquess of Huntly, than to keep him in the Possession of his Estate, notwithstanding of his Fathers Forfeiture, and fairly to state the Debt due to him by the Marquess of Huntly, when he might have Posselt the Estate Irredeemably without either Compt or Reckoning. 3. The Representation again alleadges the Marquess of Argyles Power with the English and over the Marquess of Huntly his Nevy, and that he posselt the whole Estate of Huntly for nine years except only 7000 Merks a year, which are all three false: For the Marquess of Argyle, as hath been said, was in no Favour with the English, nor had the Marquess of Huntly any dependence upon him, but was a Man for himself, and behaved as absolutely as any of his Predecessors. And all the Possession that the Marquess of Argyle obtained, was to have the Chamberlands obliged to pay him his Annualrents as the Printed Minut bears, and which Annualrents he never got.

So that upon the whole, this Representation for the Duke of Gordon is in effect much more against him.